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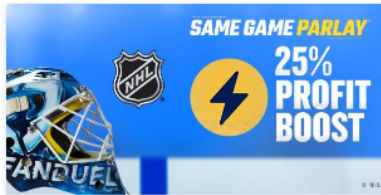More info   Join now

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Exhibit 42

Medium

How does FanDuel technology win the Super Bowl?

FanDuel · Follow
Published in FanDuel Life · 7 min read · Dec 11, 2023

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Written by Matthew Clark — Software Engineering Director

The Super Bowl, which is the annual championship game of the National Football League (NFL) and the pinnacle of American football, is truly a global sporting phenomenon. With an estimated 200 million viewers in the United States alone tuning in to watch the latest championship game in February 2023, the sheer scale of this event demands that FanDuel's technology stack is at its prime to ensure a seamless and memorable online sporting experience for our customers.

"We're going to win Sunday. I guarantee it." — Joe Namath (New York Jets, Super Bowl III winner)

Winning a Super Bowl requires meticulous planning and execution to maximize the chances of success — however the question remains — can we really guarantee a win beforehand?

One famous statement that boldly claimed a guaranteed win came from Joe

Winning a Super Bowl requires meticulous planning and execution to maximize the chances of success — however the question remains — can we really guarantee a win beforehand?

One famous statement that boldly claimed a guaranteed win came from Joe Namath, the legendary quarterback of the New York Jets who led his team to victory in Super Bowl III. With his now-famous declaration, Namath expressed his unwavering confidence in his team's ability to emerge victorious on that Sunday.

It's important to remember that winning a Super Bowl involves much more than just confidence and bravado. It requires a well-coordinated effort from the entire team — from the coaching staff to the players on the field — all working together in perfect harmony.

So, while Namath's guarantee of victory may have been a bold statement, it was ultimately backed up by the Jets' hard work and preparation. And while we can never truly guarantee a win in any sporting event, we can certainly strive to give ourselves the best possible chance of success by putting in the effort and preparation required to come out on top.

Joe Namath

Here at FanDuel, the Super Bowl is just as significant as any NFL team's championship game. In fact, the groundwork for this highly anticipated event begins well in advance and involves the collaborative efforts of numerous teams of skilled individuals. Their shared goal is to ensure not only the best possible customer experience through our applications but also, most importantly, a seamless night for our customer support and on-call engineering staff.

We adhere to the mantra that practice makes perfect, and so we have built

numerous teams of skilled individuals. Their shared goal is to ensure not only the best possible customer experience through our applications but also, most importantly, a seamless night for our customer support and on-call engineering staff.

We adhere to the mantra that practice makes perfect, and so we have built one of our primary Super Bowl preparation programs around this idea — Game Days. There are large-scale performance testing exercises that we conduct on our own production stack. Much like pitch side coaching staff, our Performance Engineering team at FanDuel is dedicated to supporting our engineering teams and product verticals. We provide the tooling and expertise required to support these exceptionally large, intensive dry-run events.

Let's meet some of our MVPs from our team.

Locust as a Service — (Our distributed load testing tool using Kubernetes)

A few seasons back, we launched our internal SaaS platform: "Locust as a Service" — offering seamless ultra-large-scale testing using the Locust.io framework. This platform enables our engineers to create their own complex test scenarios and execute tests on their services and products, wherever they are deployed. This marked a significant departure from past methods, where we had depended on a single, static pool of hardware for testing. Most of this testing was driven by the Performance Engineering team, resulting in a bottleneck when queueing test runs that often-delayed crucial testing.

To offer this service to our internal teams we collaborated with our DevOps partners at FanDuel to establish a customised "Locust" Kubernetes cluster. Now, within minutes, multiple highly distributed testing deployments can be created with varying configurations, tests, resources, and more.

This approach proved to be a game changer. Within the first two months of launching our MVP version, we went from just one team or group of individuals (Performance Engineering) capable of running tests at one time to having over eight product verticals running tests with eighty-four individual deployments running concurrently. Another major benefit came from this setup in that we were able to support our Operational excellence program (GameDays). Like any NFL team we needed to know where we were at in terms of performance; by practising, we can help to identify our strengths, weaknesses well in advance of the big game. Without our Locust as a Service framework, we could not have been able provide the overall coverage required to ensure that we were properly match fit.

So, what are we practising *for*? Well, Super Bowl LVII in February 2023 saw a record number of bets placed across eighteen states over the 4-hour period with a max rate of several hundred of bets per second.

as a Service framework, we could not have been able provide the overall coverage required to ensure that we were properly match fit.

So, what are we practising *for*? Well, Super Bowl LVII in February 2023 saw a record number of bets placed across eighteen states over the 4-hour period with a max rate of several hundred of bets per second.

So, how can we adequately prepare for such a massive event and ensure that we can handle both the expected numbers and any unforeseen challenges? Just as we strive for success on the field, we need to go the extra mile in our preparations. In our last GameDay before the Super Bowl, our testing framework achieved the following results:

- We processed a maximum of 1.6k bets per second.

- Over eight million bets were placed.

- We successfully executed a total of four billion locust tasks. (Locust tasks refer to the operations performed by users.)

- The maximum number of locust tasks executed per second was 35.1k.

These achievements were made possible by the robust Kubernetes platform supporting us, which provided:

- A maximum deployment of 7k worker pods at any given time.

- A maximum deployment of 230 Locust clusters at any given time.

Locust Kubernetes high-level architecture diagram

Locust Orchestration Tool
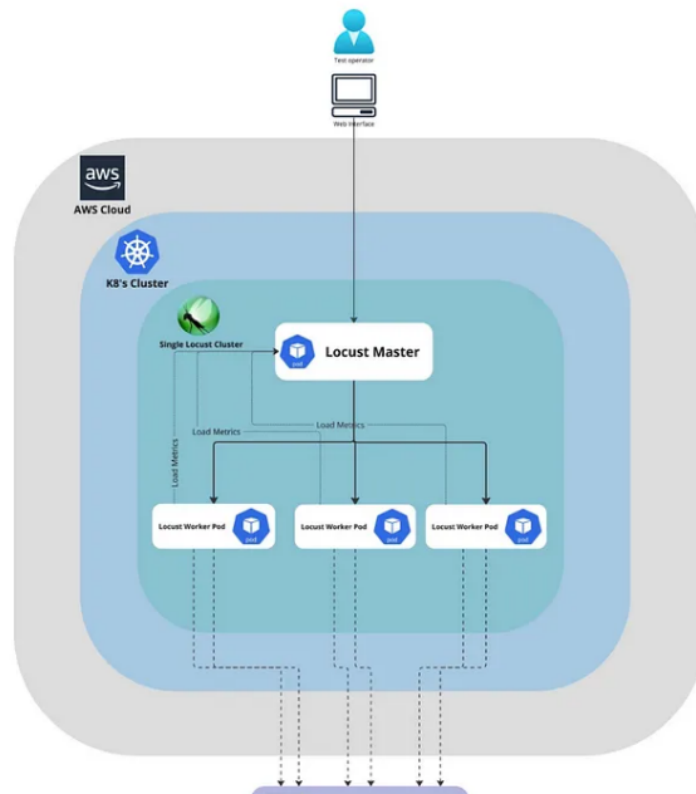
Complying with online sports gaming regulations in the United States presents a fascinating challenge for our infrastructure. To maintain compliance, we utilise a combination of in-state hybrid cloud solutions and traditional AWS cloud offerings, resulting in a unique production environment for each state in which FanDuel operates. As a result, running a gameday against production infrastructure significantly increases the number of individual test frameworks, tests, and the resources required to execute them. Managing the scale of running these tests across multiple states in a coordinated and phased approach is a challenge. For example: during the last Gameday before Super Bowl LVII, we had over 230 individual Locust deployments running. Managing the intensity of these tests and monitoring their progress at this scale becomes a significant challenge and is resource and time intensive.
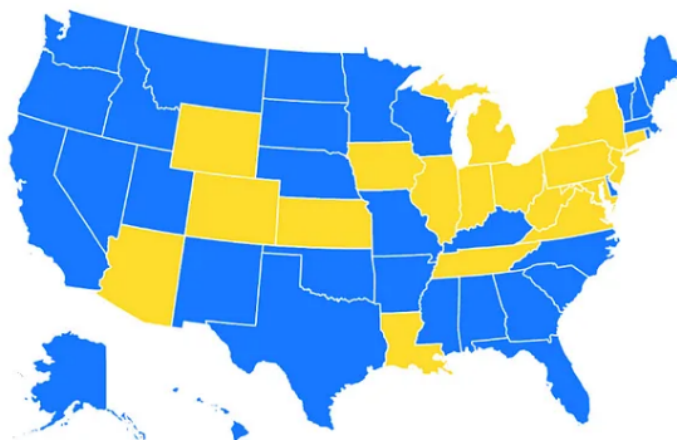
Super Bowl LVII FanDuel operational states. Disclaimer: Information in this image was accurate as of the Super Bowl in February 2023. However, due to the dynamic nature of events, it may be subject to change and could be outdated after this period

Our Locust Orchestration tool was developed from our desire to empower our engineers with the freedom, time, and resources to experiment, learn, and problem-solve — providing innovative solutions to complex challenges. It embodies our commitment to listening to our internal customers and building upon existing functionality to enhance our overall performance testing solution. The orchestration tool is a way of managing a vast amount

Our Locust Orchestration tool was developed from our desire to empower our engineers with the freedom, time, and resources to experiment, learn, and problem-solve — providing innovative solutions to complex challenges. It embodies our commitment to listening to our internal customers and building upon existing functionality to enhance our overall performance testing solution. The orchestration tool is a way of managing a vast amount of Locust deployments in real-time from one single source of data. In-keeping with the FanDuel principle of "Simpler is Always Better", our first iteration of this tool makes use of a humble Google Sheet to provide visibility, RBAC, API access and transparent logic.

help	Scale Up	Pre Login	Pre Login and B	Phase 1	Phase 2	Phase 3	Ramp Down
Progress	0	0	0	0	0	0	0
Test Suite 1	0	0	0	35	70	100	0
Test Suite 2	0	0	0	35	70	100	0
Test Suite 3	0	0	0	55	100	100	0
Test Suite 4	0	0	0	100	30	0	0
Test Suite 5	0	0	10	100	30	0	0
Test Suite 6	0	0	0	100	85	100	0
Test Suite 7	0	0.5	25	100	50	25	0
Test Suite 8	0	0	0	100	100	100	0
Test Suite 9	0	0	0	25	100	50	0
Test Suite 10	0	0	0	0	0	0	0
Test Suite 11	0	0	0	0	0	0	0
Test Suite 12	0	0	0	0	0	0	0
Test Suite 13	0	0	0	0	0	100	0
Test Suite 14	0	0	0	0	0	100	0

Not just any Google sheet

To an outsider, our orchestration tool may appear as just a Google Sheet, but just serves as a dynamic data source used to provide the values required for the orchestration process. On a GameDay, a group of Locust deployments is controlled by an orchestration process that communicates with a master record of the required number of Locust users and the spawn rate of each Locust cluster at any given time. These parameters control the intensity and acceleration of the "user" load applied to services. This basic orchestration method makes use of a monitoring feature that was added to our framework, providing engineers with the ability to programmatically view and control various elements within a test run. For example, these hooks can be used to control the running test, send messages, interact with external data sources, and more, providing more flexibility and customisation in our Locust test suite.

The real winners from our orchestration tool are the stakeholders of those services that need to be tested within each state simultaneously. In some cases, we've been able to reduce the number of engineers required to run the tests by 75% which is a great efficiency gain and allows FanDuel engineers to concentrate on their own services closely.

/orchestrator

| Locust Master | Locust Master | Locust Master |
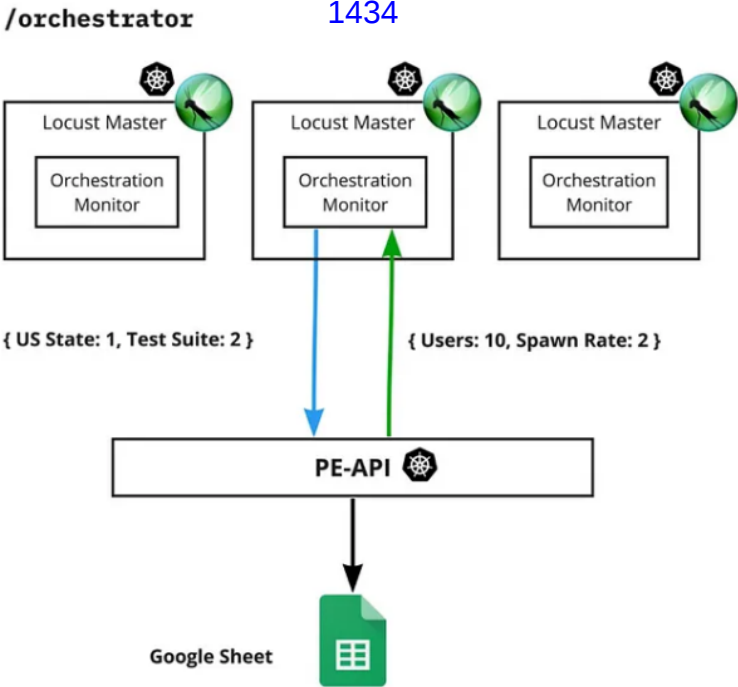
Orchestration architecture

The Performance Engineering team at FanDuel is dedicated to meeting the demands of growth and scale by constantly creating and evolving tools that make engineering easier for our product teams. Our primary focus is on ensuring overall product performance, stability, and reliability, which directly impacts the customer experience during both regular day-to-day operations and large-scale marquee sporting events.

While we cannot guarantee a victory akin to Joe Namath's famous declaration, we understand that meticulous planning, execution, and continuous improvement are crucial for success. Through leveraging and enhancing tools such as "Locust as a Service" and our orchestration tool, we are committed to helping our engineering team "win every Super Bowl" by delivering optimal performance for our products.

Engineering   FanDuel   Technology

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Published in FanDuel Life
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FanDuel Founded in Edinburgh and part of Flutter Entertainment we deliver world-class sports betting, gaming and entertainment.

Written by FanDuel

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Exhibit 43

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September 13, 2023

FanDuel Selects AWS as Its Strategic Cloud Provider

AWS helps America's leading sports gaming company scale into new markets while meeting important regulatory requirements

SEATTLE--(BUSINESS WIRE)-- Amazon Web Services, Inc. (AWS), an Amazon.com, Inc. company (NASDAQ: AMZN), today announced that FanDuel, the leading sports gaming company in the U.S. (LON: FLTR), has selected AWS as its strategic cloud provider, deepening its relationship with the world's leading cloud to help power the company's growth into new markets across the U.S. and Canada. FanDuel is leveraging AWS's proven, secure, and highly performant infrastructure to scale its support of millions of simultaneous players as they place bets, watch live content, and access real-time features.

"AWS has proven it can provide a secure and reliable infrastructure that helps scale our business quickly into new and existing markets while meeting important regulatory requirements," said Shane Sweeney, senior vice president, Technology for FanDuel. "This expansion regionally is part of FanDuel's broader work with AWS, which includes the use of AWS Outposts and Local Zones to help drive our performance."

"FanDuel is growing at an incredible pace, and we're excited to collaborate with them to deliver services and solutions that help fuel their success," said Jan Hofmeyr, vice president of Amazon Elastic Compute Cloud (Amazon EC2) Edge. "FanDuel is one of the largest users of AWS edge solutions and a perfect example of an organization using our consistent cloud infrastructure at the edge to help ensure regulatory compliance, while also increasing their performance, security, and scalability. AWS will continue to provide the capabilities needed to help reduce FanDuel's time to market as they expand into new regions and continue to provide players with low latency gaming experiences."

Since FanDuel's launch in 2009, the company has leveraged AWS's broad portfolio of cloud services, including compute, storage, analytics, and databases, to develop game enhancements and keep fans connected to their favorite teams. Working with AWS, FanDuel can quickly move key workloads to the cloud from their remaining physical infrastructure. FanDuel is also working alongside AWS to reduce its environmental impact and make operations more energy-efficient by using tools such as the AWS Customer Carbon Footprint Tool to benchmark its carbon footprint against sustainability goals. FanDuel continues to explore new ways to innovate with AWS, including the use of machine learning and generative artificial intelligence with Amazon Bedrock to enhance its platform.

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innovate with AWS, including the use of machine learning and generative artificial intelligence with Amazon Bedrock to enhance its platform.

About Amazon Web Services

Since 2006, Amazon Web Services has been the world's most comprehensive and broadly adopted cloud. AWS has been continually expanding its services to support virtually any workload, and it now has more than 240 fully featured services for compute, storage, databases, networking, analytics, machine learning and artificial intelligence (AI), Internet of Things (IoT), mobile, security, hybrid, virtual and augmented reality (VR and AR), media, and application development, deployment, and management from 102 Availability Zones within 32 geographic regions, with announced plans for 12 more Availability Zones and four more AWS Regions in Canada, Malaysia, New Zealand, and Thailand. Millions of customers—including the fastest-growing startups, largest enterprises, and leading government agencies—trust AWS to power their infrastructure, become more agile, and lower costs. To learn more about AWS, visit aws.amazon.com.

About Amazon

Amazon is guided by four principles: customer obsession rather than competitor focus, passion for invention, commitment to operational excellence, and long-term thinking. Amazon strives to be Earth's Most Customer-Centric Company, Earth's Best Employer, and Earth's Safest Place to Work. Customer reviews, 1-Click shopping, personalized recommendations, Prime, Fulfillment by Amazon, AWS, Kindle Direct Publishing, Kindle, Career Choice, Fire tablets, Fire TV, Amazon Echo, Alexa, Just Walk Out technology, Amazon Studios, and The Climate Pledge are some of the things pioneered by Amazon. For more information, visit amazon.com/about and follow @AmazonNews.

About FanDuel Group

FanDuel Group is an innovative sports-tech entertainment company that is changing the way consumers engage with their favorite sports, teams, and leagues. The premier mobile gaming destination in the United States, FanDuel Group consists of a portfolio of leading brands across sports betting, iGaming, horse racing, advance-deposit wagering, daily fantasy sports. In addition, FanDuel Group operates FanDuelTV its broadly distributed linear cable television and leading direct-to-consumer OTT platform. FanDuel Group has a presence across all 50 states with approximately 17 million customers and 25 retail locations. The company is based in New York with offices in Los Angeles, Atlanta and Jersey City, as well as in Scotland, Ireland, Portugal, Romania and Australia. FanDuel Group is a subsidiary of Flutter Entertainment plc, (LON: FLTR) the world's largest sports betting and gaming operator with a portfolio of globally recognized brands.

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FanDuel Group is an innovative sports-tech entertainment company that is changing the way consumers engage with their favorite sports, teams, and leagues. The premier mobile gaming destination in the United States, FanDuel Group consists of a portfolio of leading brands across sports betting, iGaming, horse racing, advance-deposit wagering, daily fantasy sports. In addition, FanDuel Group operates FanDuelTV its broadly distributed linear cable television and leading direct-to-consumer OTT platform. FanDuel Group has a presence across all 50 states with approximately 17 million customers and 25 retail locations. The company is based in New York with offices in Los Angeles, Atlanta and Jersey City, as well as in Scotland, Ireland, Portugal, Romania and Australia. FanDuel Group is a subsidiary of Flutter Entertainment plc, (LON: FLTR) the world's largest sports betting and gaming operator with a portfolio of globally recognized brands.

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Exhibit 44

What's it like being an Engineer at FanDuel?

FanDuel · Follow
Published in FanDuel Life · 5 min read · Feb 14, 2023

Software Engineering Senior Manager Jordan Leach and engineers working in our Wallet vertical answer common candidate questions.

Written by Jordan Leach, Software Engineering Senior Manager in Wallet- Core Products & Experiences

You may have noticed that FanDuel is hiring! Our Engineering & Technology group is continuing to grow while others have stopped and that speaks to the state of our industry and how much FanDuel values our Engineering & Technology professionals.

One of the most pivotal roles we have at FanDuel is that of a **Software Engineer.** Throughout my time building a brand new team of Software Engineers I've found that there are several commonly asked questions that candidates ask both me and my Engineers. Rather than continuing to provide my "Manager spin" on what I think a Software Engineer at FanDuel would say, I thought it'd be best to put together a list of FAQs that has answers directly from Engineers that work in *Wallet* teams.

Here are some of our most Frequently Asked Questions about the Engineer Life at FanDuel:

would say, I thought it'd be best to put together a list of FAQs that has answers directly from Engineers that work in *Wallet* teams.

Here are some of our most Frequently Asked Questions about the Engineer Life at FanDuel:

Can you describe FanDuel's Engineering Culture?

Free and open, if you have the drive to make change and a valid case for it then no one is going to stop you and in general they will help you.

-Mark Lewis, Lead Software Engineer

The thing that is most important to FanDuel's Engineering Culture is that passion and openness to learn. Everyone is passionate about the product, everyone is passionate about the Engineering, and everyone is open to trying new things and helping people learn. A lot of companies say they do that, at FanDuel we actually do it.

-Michael Robertson, Software Engineer

We get a lot of freedom. We own the outcomes. We get to choose the tech that is best for the problem we're trying to solve. This is shared across all of FanDuel engineering. We get a lot of freedom to experiment and do things like Hackathons that are very important and give us even more opportunity to showcase our work.

-Alex Dodd, Software Engineer

What is your *tech stack* and why do you use it?

For our product our tech stack is Java for the core functionality, MySQL for the DB, and Python for a portion of our testing framework.Infrastructure wise we host our tech stack on AWS using services such as EC2, EKS, AWS Lambda, and AWS RDS managing it all with Terraform. Our stack works well for the scale we operate at, doing occasionally 10k/s operations on our highest usage endpoints requires well established technology that can handle the throughput while being flexible enough to allow for continuous development.

-Jack Croft, Lead Software Engineer

In CPE we are mainly a Java tech stack with some Python on the backend and React for our frontend. A lot of the legacy systems and vendor connections are written in Java so the integration with Java makes things much simpler especially when we can take advantage of the SDKs. We have a ton of internal knowledge that really understand the inner-workings of Java

In CPE we are mainly a Java tech stack with some Python on the backend and React for our frontend. A lot of the legacy systems and vendor connections are written in Java so the integration with Java makes things much simpler especially when we can take advantage of the SDKs. We have a ton of internal knowledge that really understand the inner-workings of Java and how we can use it to our advantage!

-Gus Hales, Senior Software Engineer

How would you describe FanDuel's Work From Home (WFH) vs in the office strategy for Engineering & Technology?

I like the hybrid model of WFH and in the office as I got to meet my team mates for good working, socializing, and team bonding hours in the office, and still got the flexibility of WFH.

-Duc Nguyen, Senior Software Engineer

It gives you the flexibility to pick a schedule of going into the office that works best for you and your team. It allows you to get the most out of going into the office and still get the advantages and convenience of working from home when needed

-Tanner Merck, Software Engineer

What amount of autonomy do Engineers have over decisions such as coding language, infrastructure choices, and developer tools?

We have great autonomy over all of these things. We always have the opportunity to bring new ideas and new ways of doing things. Everyone is always open to seeing them demonstrated and making an informed decision for how we could or couldn't use them going forward.

-Michael Robertson, Software Engineer

I think there is a good mix of autonomy and standardisation. I feel if there was a pressing need for some new technology or concept and this could be demonstrated sensible there would be no resistance to change at FanDuel. I also think we've spent considerable effort on what we're standardising. We focus on related and repeatable problems, which helps teams stay connected, and helps engineers navigate the organization and support other services if they are on call.

-Alex Dodd, Software Engineer

What is the growth and Engineering career path like at FanDuel?

services if they are on call.

-*Alex Dodd, Software Engineer*

What is the growth and Engineering career path like at FanDuel?

Engineering levels and growth are clearly laid out for us, so we know what is expected of us, and how to advance our career.

-*Patrick Owen, Software Engineer*

We have two paths available for Engineers, the management path and the engineer path. The steps to continue growing up both require different skills and build on each other with each level. It's great that you have the flexibility to go down whichever career path best fits you.

-*Edward Hadley, Senior Software Engineer*

FanDuel offers great opportunity for growth for any level of the engineering path. Within the individual contributor path, the development moves from Software Engineer to Senior and then Lead Engineer within an engineering delivery team. After that come opportunities to work across teams as Principal Engineer. Alternatively within the Management path- there is the opportunity to move from Senior Engineer to leading a team as Software Engineering manager, Senior Software Engineering Manager then Director As FanDuel continues to hire and expand our business, there's ample room for growth within the company.

-*Jack Croft, Lead Software Engineer*

In 1 sentence, tell us why you work at FanDuel?

I like the people that I work with. They make everything better. I've worked at companies where the work is the same and the problems are always there but the people are what make working at FanDuel great. I work for a gaming company which can surprise people at times but FanDuel's principles and values make me confident we're always doing the right thing for the customer.

-*Gus Hales, Senior Software Engineer*

I get to work with the best people on business critical software at scale.

-*Kevin Paton, Senior Software Engineer*

It's truly cutting edge. Whether it's the tools we use or the processes we use. FanDuel is the first place where we're actually practicing true Agile

I get to work with the best people on business critical software at scale.

-Kevin Paton, Senior Software Engineer

It's truly cutting edge. Whether it's the tools we use or the processes we use. FanDuel is the first place where we're actually practicing true Agile development. We're always trying to push the boundaries and get better.

-Michael Robertson, Software Engineer

Hopefully, these responses from some of our best Engineers help paint a picture for what it's like to be an Engineer at FanDuel. If you're interested in joining this awesome team of Engineers checkout our available positions on the FanDuel Careers page!

Engineering   Fan Duel   Software Engineering   Software Engineer Jobs

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What are your thoughts?   Respond

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My experience as an intern at FanDuel—from a now permanent…

Written by Erin Donnelly and Louis Kimanzi
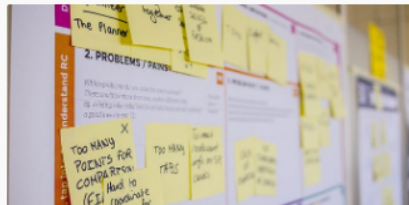
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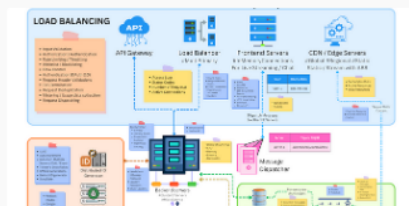Why we are investing in Data Products at FanDuel. Varun Chugh, Senior Director of…

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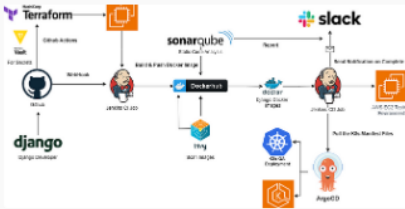

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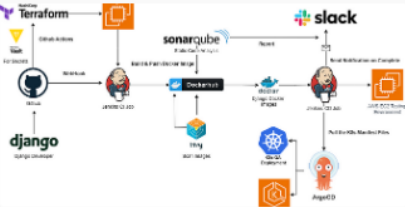Oct 3, 2019   111K   1374

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Exhibit 45

AWS Customer Agreement

**For additional information related to each AWS Contracting Party, see the [AWS Contracting Party FAQs](#).

*Please note that as of January 1, 2024, customers located in Türkiye contract with our Türkiye based AWS Contracting Party, as provided in Section 12. See the [AWS Turkey FAQs](#) for more information.

Last Updated: December 23, 2024

[See What's Changed](#)

This AWS Customer Agreement (this "**Agreement**") contains the terms and conditions that govern your access to and use of the Services (as defined below) and is an agreement between the applicable AWS Contracting Party specified in Section 12 below (also referred to as "**AWS**," "**we**," "**us**," or "**our**") and you or the entity you represent ("**you**" or "**your**"). This Agreement takes effect when you click an "I Accept" button or check box presented with these terms or, if earlier, when you use any of the Services (the "**Effective Date**"). You represent to us that you are lawfully able to enter into contracts (e.g., you are not a minor). If you are entering into this Agreement for an entity, such as the company you work for, you represent to us that you have legal authority to bind that entity. Please see Section 12 for definitions of certain capitalized terms used in this Agreement.

1. AWS Responsibilities

1.1 General. You may access and use the Services in accordance with this Agreement. Service Level Agreements and Service Terms apply to certain Services.

1.2 Third-Party Content. Third-Party Content may be used by you at your election. Third-Party Content is governed by this Agreement and, if applicable, separate terms and conditions accompanying such Third-Party Content, which terms and conditions may include separate fees and charges.

1.3 AWS Security. Without limiting Section 8 or your obligations under Section 2.2, we will implement reasonable and appropriate measures designed to help you secure Your Content against accidental or unlawful loss, access or disclosure.

1.4 Data Privacy. You may specify the AWS regions in which Your Content will be stored. You consent to the storage of Your Content in, and transfer of Your Content into, the AWS regions you select. We will not access or use Your Content except as necessary to maintain or provide the Services, or as necessary to comply with the law or a binding order of a governmental body. We will not (a) disclose Your Content to any government or third party or (b) move Your Content from the AWS regions selected by you; except in each case as necessary to comply with the law or a binding order of a governmental body. Unless it would violate the law or a binding order of a governmental body, we will give you notice of any legal requirement or order referred to in this Section 1.4. We will only use your Account Information in accordance with the Privacy Notice, and you consent to such usage. The Privacy Notice does not apply to Your Content.

1.5 Notice of Changes to the Services. We may change or discontinue any of the Services from time to time. We will provide you at least 12 months' prior notice before discontinuing a material functionality of a Service that we make generally available to customers and that you are using. AWS will not be obligated to provide such notice under this Section 1.5 if the discontinuation is necessary to (a) address an emergency, or risk of harm to the Services or AWS, (b) respond to claims, litigation, or loss of license rights related to third party intellectual property rights, or (c) comply with law, but should any of the preceding occur AWS will provide you with as much prior notice as is reasonably practicable under the circumstances.

1.6 Notice of Changes to the Service Level Agreements. We may change, discontinue or add Service Level Agreements, provided, however, that we will provide at least 90 days' advance notice for adverse changes to any Service Level Agreement.

2. Your Responsibilities.

2.1 Your Accounts. You will comply with the terms of this Agreement and all laws, rules and regulations applicable to your use of the Services. To access the Services, you must have an AWS account associated with a valid email address and a valid form of payment. Unless explicitly permitted by the Service Terms, you will only create one account per email address. Except to the extent caused by our breach of this Agreement, (a) you are responsible for all activities that occur under your account, regardless of whether the activities are authorized by you or undertaken by you, your employees or a third party (including your contractors, agents or End Users), and (b) we and our affiliates are not responsible for unauthorized access to your account.

2.2 Your Content. You are responsible for Your Content. You will ensure that Your Content and your and End Users' use of Your Content or the Services will not violate any of the Policies or any applicable law.

2.3 Your Security and Backup. You are responsible for properly configuring and using the Services and otherwise taking appropriate action to secure, protect and backup your accounts and Your Content in a manner that will provide appropriate security and protection, which might include use of encryption to protect Your Content from unauthorized access and routinely archiving Your Content.

and Your Content in a manner that will provide appropriate security and protection, which might include use of encryption to protect Your Content from unauthorized access and routinely archiving Your Content.

2.4 Log-In Credentials and Account Keys. AWS log-in credentials and private keys generated by the Services are for your internal use only and you will not sell, transfer or sublicense them to any other entity or person, except that you may disclose your private key to your agents and subcontractors performing work on your behalf.

2.5 End Users. You will be deemed to have taken any action that you permit, assist or facilitate any person or entity to take related to this Agreement, Your Content or use of the Services. You are responsible for End Users' use of Your Content and the Services, and for their compliance with your obligations under this Agreement. If you become aware of any violation of your obligations under this Agreement caused by an End User, you will immediately suspend access to Your Content and the Services by such End User. We do not provide any support or services to End Users unless we have a separate agreement with you or an End User obligating us to provide such support or services.

3. Fees and Payment.

3.1 Service Fees. We calculate and bill fees and charges monthly. We may bill you more frequently for fees accrued if we reasonably suspect that your account is fraudulent or at risk of non-payment. You will pay us the applicable fees and charges for use of the Services as described on the AWS Site using one of the payment methods we support. All amounts payable by you under this Agreement will be paid to us without setoff or counterclaim, and without any deduction or withholding. Fees and charges for any new Service or new feature of a Service will be effective when we post updated fees and charges on the AWS Site, unless we expressly state otherwise in a notice. We may increase or add new fees and charges for any existing Services you are using by giving you at least 30 days' prior notice. We may elect to charge you interest at the rate of 1.5% per month (or the highest rate permitted by law, if less) on all late payments. If we suspend your account under Section 4.1 or terminate your use of the Services pursuant to Section 5.2(b)(ii), we may elect not to bill you for fees and charges after suspension unless your account is reinstated.

3.2 Taxes.

(a) Each party will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that party upon or with respect to the transactions and payments under this Agreement. All fees payable by you are exclusive of Indirect Taxes, except where applicable law requires otherwise. We may charge and you will pay applicable Indirect Taxes that we are legally obligated or authorized to collect from you. You will provide such information to us as reasonably required to determine whether we are obligated to collect Indirect Taxes from you. We will not collect, and you will not pay, any Indirect Tax for which you furnish us a properly completed exemption certificate or a direct payment permit certificate for which we can claim an available exemption from such Indirect Tax. All payments made by you to us under this Agreement will be made free and clear of any deduction or withholding, as required by law. If any such deduction or withholding (including cross-border withholding taxes) is required on any payment, you will pay such additional amounts as are necessary so that the net amount received by us is equal to the amount then due and payable under this Agreement. We will provide you with such tax forms as are reasonably requested in order to reduce or eliminate the amount of any withholding or deduction for taxes in respect of payments made under this Agreement.

(b) If the applicable AWS Contracting Party is Amazon Web Services India Private Limited ("AWS India") (formerly known as Amazon Internet Services Private Limited), the parties agree that the provisions of this Section 3.2(b) will apply.

You acknowledge that AWS India may display the applicable fees and charges for the Services on the Site in USD (or such other currency as AWS India may deem fit). However, AWS India will invoice you in INR calculated and converted in accordance with the conversion rate determined by us on the date of invoice ("INR Equivalent Fees"). You will only be liable to pay the INR Equivalent Fees indicated in each invoice.

We will invoice you from our registered office at the address of your establishment (as registered with the tax authorities, if applicable) receiving the Services in accordance with the applicable indirect tax laws.

All fees and charges payable under this Agreement will be exclusive of applicable national, state or local indirect taxes ("Taxes") that AWS India is legally obligated to charge under applicable law. For the purpose of this clause, local indirect taxes include Goods and Services Tax ("GST"), which includes the Central Goods and Services Tax ("CGST"), the State Goods and Services Tax ("SGST"), the Union Territory Goods and Services Tax ("UGST"), the Integrated Goods and Services Tax ("IGST") as may be applicable. The Taxes charged by AWS India will be stated in the invoice pursuant to applicable laws. AWS India may charge and you will pay any applicable Taxes, which are stated separately on the invoice. As per the statutory requirement under GST, you will provide all necessary information such as the correct GST registered address, legal name and GSTIN ("GST Information") in order for AWS India to issue correct GST invoices as per the applicable legal requirements. In the event, the GST invoice is incorrect, you will inform us in a timely manner, to enable AWS India to correct the GST tax invoice. AWS India will determine the place of supply for the Services based on the GST Information provided by you and accordingly, charge GST (CGST and SGST/UTGST or IGST) on its invoice. Any withholding taxes that may be applicable to the fees and charges payable to us are for our account. You will pay the fees and charges in our invoice in full (gross) without applying any withholding taxes. If you separately deposit applicable withholding taxes on such fees and charges to the applicable government treasury and issue us a withholding tax certificate evidencing such deposit, following receipt of the withholding tax certificate in original form, we will reimburse to you an amount equal to the taxes that are evidenced as deposited.

4. Temporary Suspension.

4.1 Generally. We may suspend your or any End User's right to access or use any portion or all of the Services immediately upon notice to you if we reasonably determine:

(a) your or an End User's use of the Services (i) poses a security risk to the Services or any third party, (ii) could adversely impact our systems, the Services or the systems or Content of any other AWS customer, (iii) could subject us, our affiliates, or any third party to liability, or (iv) could be fraudulent;

(b) you are, or any End User is, in material breach of this Agreement;

(b) you are, or any End User is, in material breach of this Agreement;

(c) you are in breach of your payment obligations under Section 3; or

(d) you have ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of your assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding.

4.2 Effect of Suspension. If we suspend your right to access or use any portion or all of the Services:

(a) you will be responsible for all fees and charges you incur during the period of suspension that we bill to you; and

(b) you will not be entitled to any service credits under the Service Level Agreements for any period of suspension.

5. Term; Termination.

5.1 Term. The term of this Agreement will commence on the Effective Date and will remain in effect until terminated under this Section 5. Any notice of termination of this Agreement by either party to the other must include a Termination Date that complies with the notice periods in Section 5.2.

5.2 Termination.

(a) Termination for Convenience. You may terminate this Agreement for any reason by providing us notice and closing your account for all Services for which we provide an account closing mechanism. We may terminate this Agreement for any reason by providing you at least 30 days' advance notice.

(b) Termination for Cause.

(i) By Either Party. Either party may terminate this Agreement for cause if the other party is in material breach of this Agreement and the material breach remains uncured for a period of 30 days from receipt of notice by the other party. No later than the Termination Date, you will close your account.

(ii) By Us. We may also terminate this Agreement immediately upon notice to you:

(A) for cause if we have the right to suspend under Section 4 and the issue giving us the right to suspend either:

   a. is not capable of being remedied; or

   b. has not been remedied within 30 days of us suspending your service under Section 4.1;

(B) if our relationship with a third-party partner who provides software or other technology we use to provide the Services expires, terminates or requires us to change the way we provide the software or other technology as part of the Services; or

(C) in order to comply with the law or requests of governmental entities.

5.3 Effect of Termination.

(a) Generally. Upon the Termination Date:

(i) except as provided in Sections 5.3(a)(iv) and 5.3(b), all your rights under this Agreement immediately terminate;

(ii) you remain responsible for all fees and charges you have incurred through the Termination Date and are responsible for any fees and charges you incur during the post-termination period described in Section 5.3(b) that we bill to you;

(iii) you will immediately return or, if instructed by us, destroy all AWS Content in your possession; and

(iv) Sections 2.1, 3, 5.3, 6 (except Section 6.3), 7, 8, 9, 11 and 12 will continue to apply in accordance with their terms.

(b) Post-Termination. Unless we terminate your use of the Services pursuant to Section 5.2(b), during the 30 days following the Termination Date:

(i) we will not take action to remove from the AWS systems any of Your Content as a result of the termination; and

(ii) we will allow you to retrieve Your Content from the Services only if you have paid all amounts due under this Agreement.

For any use of the Services after the Termination Date, the terms of this Agreement will apply and you will pay the applicable fees at the rates under Section 3.

6. Proprietary Rights.

6.1 Your Content. Except as provided in this Section 6, we obtain no rights under this Agreement from you (or your licensors) to Your Content. You consent to our use of Your Content

6. Proprietary Rights.

6.1 Your Content. Except as provided in this Section 6, we obtain no rights under this Agreement from you (or your licensors) to Your Content. You consent to our use of Your Content to provide the Services to you and any End Users.

6.2 Adequate Rights. You represent and warrant to us that: (a) you or your licensors own all right, title, and interest in and to Your Content and Suggestions; (b) you have all rights in Your Content and Suggestions necessary to grant the rights contemplated by this Agreement; and (c) none of Your Content or End Users' use of Your Content or the Services will violate the Acceptable Use Policy.

6.3 Intellectual Property License. The Intellectual Property License applies to your use of AWS Content and the Services.

6.4 Restrictions. Neither you nor any End User will use the AWS Content or Services in any manner or for any purpose other than as expressly permitted by this Agreement. Neither you nor any End User will, or will attempt to (a) reverse engineer, disassemble, or decompile the Services or AWS Content or apply any other process or procedure to derive the source code of any software included in the Services or AWS Content (except to the extent applicable law doesn't allow this restriction), (b) access or use the Services or AWS Content in a way intended to avoid incurring fees or exceeding usage limits or quotas, or (c) resell the Services or AWS Content. The AWS Trademark Guidelines apply to your use of the AWS Marks. You will not misrepresent or embellish the relationship between us and you (including by expressing or implying that we support, sponsor, endorse, or contribute to you or your business endeavors). You will not imply any relationship or affiliation between us and you except as expressly permitted by this Agreement.

6.5 Suggestions. If you provide any Suggestions to us or our affiliates, we and our affiliates will be entitled to use the Suggestions without restriction. You hereby irrevocably assign to us all right, title, and interest in and to the Suggestions and agree to provide us any assistance we require to document, perfect, and maintain our rights in the Suggestions.

7. Indemnification.

7.1 General. You will defend, indemnify, and hold harmless us, our affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any Losses arising out of or relating to any third-party claim concerning: (a) your or any End Users' use of the Services (including any activities under your AWS account and use by your employees and personnel); (b) breach of this Agreement or violation of applicable law by you, End Users or Your Content; or (c) a dispute between you and any End User. You will reimburse us for reasonable attorneys' fees, as well as our employees' and contractors' time and materials spent responding to any third party subpoena or other compulsory legal order or process associated with third party claims described in (a) through (c) above at our then-current hourly rates.

7.2 Intellectual Property.

(a) Subject to the limitations in this Section 7, AWS will defend you and your employees, officers, and directors against any third-party claim alleging that the Services infringe or misappropriate that third party's intellectual property rights, and will pay the amount of any adverse final judgment or settlement.

(b) Subject to the limitations in this Section 7, you will defend AWS, its affiliates, and their respective employees, officers, and directors against any third-party claim alleging that any of Your Content infringes or misappropriates that third party's intellectual property rights, and will pay the amount of any adverse final judgment or settlement.

(c) Neither party will have obligations or liability under this Section 7.2 arising from infringement by combinations of the Services or Your Content, as applicable, with any other product, service, software, data, content or method. In addition, AWS will have no obligations or liability arising from your or any End User's use of the Services after AWS has notified you to discontinue such use. The remedies provided in this Section 7.2 are the sole and exclusive remedies for any third-party claims of infringement or misappropriation of intellectual property rights by the Services or by Your Content.

(d) For any claim covered by Section 7.2(a), AWS will, at its election, either: (i) procure the rights to use that portion of the Services alleged to be infringing; (ii) replace the alleged infringing portion of the Services with a non-infringing alternative; (iii) modify the alleged infringing portion of the Services to make it non-infringing; or (iv) terminate the allegedly infringing portion of the Services or this Agreement.

7.3 Process. The obligations under this Section 7 will apply only if the party seeking defense or indemnity: (a) gives the other party prompt written notice of the claim; (b) permits the other party to control the defense and settlement of the claim; and (c) reasonably cooperates with the other party (at the other party's expense) in the defense and settlement of the claim. In no event will a party agree to any settlement of any claim that involves any commitment, other than the payment of money, without the written consent of the other party.

8. Disclaimers.

THE SERVICES AND AWS CONTENT ARE PROVIDED "AS IS." EXCEPT TO THE EXTENT PROHIBITED BY LAW, OR TO THE EXTENT ANY STATUTORY RIGHTS APPLY THAT CANNOT BE EXCLUDED, LIMITED OR WAIVED, WE AND OUR AFFILIATES AND LICENSORS (A) MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE SERVICES OR AWS CONTENT OR THE THIRD-PARTY CONTENT, AND (B) DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED OR EXPRESS WARRANTIES (I) OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, (II) ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE, (III) THAT THE SERVICES OR AWS CONTENT OR THIRD-PARTY CONTENT WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, AND (IV) THAT ANY CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR ALTERED.

9. Limitations of Liability.

9.1 Liability Disclaimers. EXCEPT FOR PAYMENT OBLIGATIONS UNDER SECTION 7, NEITHER AWS NOR YOU, NOR ANY OF THEIR AFFILIATES OR LICENSORS, WILL HAVE LIABILITY TO THE OTHER UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITY, FOR (A) INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, (B) THE VALUE OF YOUR CONTENT, (C) LOSS OF PROFITS, REVENUES, CUSTOMERS, OPPORTUNITIES, OR GOODWILL, OR (D)

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9.2 Damages Cap. EXCEPT FOR PAYMENT OBLIGATIONS UNDER SECTION 7, THE AGGREGATE LIABILITY UNDER THIS AGREEMENT OF EITHER AWS OR YOU, AND ANY OF THEIR RESPECTIVE AFFILIATES OR LICENSORS, WILL NOT EXCEED THE AMOUNTS PAID BY YOU TO AWS UNDER THIS AGREEMENT FOR THE SERVICES THAT GAVE RISE TO THE LIABILITY DURING THE 12 MONTHS BEFORE THE LIABILITY AROSE; EXCEPT THAT NOTHING IN THIS SECTION 9 WILL LIMIT YOUR OBLIGATION TO PAY AWS FOR YOUR USE OF THE SERVICES PURSUANT TO SECTION 3, OR ANY OTHER PAYMENT OBLIGATIONS UNDER THIS AGREEMENT.

10. Modifications to the Agreement.

We may modify this Agreement (including any Policies) at any time by posting a revised version on the AWS Site or by otherwise notifying you in accordance with Section 11.10. The modified terms will become effective upon posting or, if we notify you by email, as stated in the email message. By continuing to use the Services or AWS Content after the effective date of any modifications to this Agreement, you agree to be bound by the modified terms. It is your responsibility to check the AWS Site regularly for modifications to this Agreement. We last modified this Agreement on the date listed at the beginning of this Agreement.

11. Miscellaneous.

11.1 Assignment. You will not assign or otherwise transfer this Agreement or any of your rights and obligations under this Agreement, without our prior written consent. Any assignment or transfer in violation of this Section 11.1 will be void. We may assign this Agreement without your consent (a) in connection with a merger, acquisition or sale of all or substantially all of our assets, or (b) to any affiliate or as part of a corporate reorganization; and effective upon such assignment, the assignee is deemed substituted for AWS as a party to this Agreement and AWS is fully released from all of its obligations and duties to perform under this Agreement. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective permitted successors and assigns.

11.2 Entire Agreement. This Agreement incorporates the Policies by reference and is the entire agreement between you and us regarding the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between you and us, whether written or verbal, regarding the subject matter of this Agreement (but does not supersede prior commitments to purchase Services such as Amazon EC2 Reserved Instances). None of the parties will be bound by any term, condition or other provision that is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) including for example, any term, condition or other provision (a) submitted by you in any order, receipt, acceptance, confirmation, correspondence or other document, (b) related to any online registration, response to any Request for Bid, Request for Proposal, Request for Information, or other questionnaire, or (c) related to any invoicing process that you submit or require us to complete. If the terms of this document are inconsistent with the terms contained in any Policy, the terms contained in this document will control, except that the Service Terms will control over this document.

11.3 Force Majeure. Except for payment obligations, neither party nor any of their affiliates will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond its reasonable control, including acts of God, labor disputes or other industrial disturbances, electrical or power outages, utilities or other telecommunications failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

11.4 Governing Law. The Governing Laws, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between you and us. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

11.5 Disputes. Any dispute or claim relating in any way to your use of the Services, or to any products or services sold or distributed by AWS will be adjudicated in the Governing Courts, and you consent to exclusive jurisdiction and venue in the Governing Courts, subject to the additional provisions below.

(a) If the applicable AWS Contracting Party is Amazon Web Services, Inc., Amazon Web Services Canada, Inc., Amazon Web Services Korea LLC or Amazon Web Services Singapore Private Limited, the parties agree that the provisions of this Section 11.5(a) will apply. Disputes will be resolved by binding arbitration, rather than in court, except that either party may elect to proceed in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to this Agreement, except that if Amazon Web Services Canada, Inc. is the applicable AWS Contracting Party the Ontario Arbitration Act will apply to this Agreement. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of this Agreement as a court would. Before you may begin an arbitration proceeding, you must send a letter notifying us of your intent to pursue arbitration and describing your claim to our registered agent Corporation Service Company, 300 Deschutes Way SW, Suite 304, Tumwater, WA 98501. The arbitration will be conducted by the American Arbitration Association (AAA) under its commercial rules, which are available at www.adr.org or by calling 1-800-778-7879. Payment of filing, administration and arbitrator fees will be governed by the AAA commercial fee schedule. We and you agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. We and you further agree that the underlying award in arbitration may be appealed pursuant to the AAA's Optional Appellate Arbitration Rules. If for any reason a claim proceeds in court rather than in arbitration we and you waive any right to a jury trial. Notwithstanding the foregoing we and you both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

(b) If the applicable AWS Contracting Party is Amazon Web Services South Africa Proprietary Limited, the parties agree that the provisions of this Section 11.5(b) will apply. Disputes will be resolved by arbitration in accordance with the then-applicable rules of the Arbitration Foundation of Southern Africa, and judgment on the arbitral award must be entered in the Governing Court. The Arbitration Act, No. 42 of 1965 applies to this Agreement. The arbitration will take place in Johannesburg. There will be three arbitrators. The fees and expenses of the arbitrators and the administering authority, if any, will be paid in equal proportion by the parties.

(c) If the applicable AWS Contracting Party is Amazon AWS Serviços Brasil Ltda., the parties agree that the provisions of this Section 11.5(c) will apply. Disputes will be resolved by binding arbitration, rather than in court, in accordance with the then-applicable Rules of Arbitration of the International Chamber of Commerce, and

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(c) If the applicable AWS Contracting Party is Amazon AWS Serviços Brasil Ltda., the parties agree that the provisions of this Section 11.5(c) will apply. Disputes will be resolved by binding arbitration, rather than in court, in accordance with the then-applicable Rules of Arbitration of the International Chamber of Commerce, and judgment on the arbitral award may be entered in any court having jurisdiction. The arbitration will take place in the City of São Paulo, State of São Paulo, Brazil. There will be three arbitrators. The fees and expenses of the arbitrators and the administering authority, if any, will be paid in equal proportion by the parties. The parties agree that the existence of and information relating to any such arbitration proceedings will not be disclosed by either party and will constitute confidential information. The Governing Courts will have exclusive jurisdiction for the sole purposes of (i) ensuring the commencement of the arbitral proceedings; and (ii) granting conservatory and interim measures prior to the constitution of the arbitral tribunal.

(d) If the applicable AWS Contracting Party is Amazon Web Services Australia Pty Ltd, the parties agree that the provisions of this Section 11.5(d) will apply. Disputes will be resolved by arbitration administered by the Australian Center for International Commercial Arbitration ("ACICA") in accordance with the then-applicable ACICA Arbitration Rules, and judgment on the arbitral award may be entered in any court having jurisdiction. The arbitration will take place in Sydney, Australia. There will be three arbitrators. The fees and expenses of the arbitrators and the administering authority, if any, will be paid in equal proportion by the parties. The parties agree that the existence of and information relating to any such arbitration proceedings will not be disclosed by either party and will constitute confidential information.

(e) If the applicable AWS Contracting Party is Amazon Web Services New Zealand Limited, the parties agree that the provisions of this Section 11.5(e) will apply. Disputes will be resolved by arbitration administered by the New Zealand Dispute Resolution Centre ("NZDRC") in accordance with the then-applicable Arbitration Rules of NZDRC, and judgment on the arbitral award may be entered in any court having jurisdiction. The arbitration will take place in Auckland, New Zealand. There will be three arbitrators. The fees and expenses of the arbitrators and the administering authority, if any, will be paid in equal proportion by the parties. The parties agree that the existence of and information relating to any such arbitration proceedings will not be disclosed by either party and will constitute confidential information.

(f) If the applicable AWS Contracting Party is Amazon Web Services Malaysia Sdn. Bhd. (Registration No. 201501028710 (1154031-W)), the parties agree that the provisions of this Section 11.5(f) will apply. Disputes will be resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the then-applicable Arbitration Rules of SIAC, and judgment on the arbitral award may be entered in any court having jurisdiction. The arbitration will take place in Singapore. There will be three arbitrators. The fees and expenses of the arbitrators and the administering authority, if any, will be paid in equal proportion by the parties. The parties agree that the existence of and information relating to any such arbitration proceedings will not be disclosed by either party and will constitute confidential information.

(g) If the applicable AWS Contracting Party is AWS India, the parties agree that the provisions of this Section 11.5(g) will apply. Disputes will be resolved by binding arbitration, rather than in court. Arbitration will be conducted by a panel consisting of three (3) arbitrators, with one (1) nominated by each party and the third chosen by the two (2) arbitrators so nominated. The decision and award will be determined by the majority of the panels and shall be final and binding upon the parties. The arbitration will be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 of India, as may be in force from time to time. The arbitration proceedings will be conducted in English, and the seat of the arbitration will be New Delhi. The cost of the arbitration, including fees and expenses of the arbitrator, shall be shared equally by the parties, unless the award otherwise provides. The courts at New Delhi shall have the exclusive jurisdiction for all arbitral applications. The Parties agree that the existence of and information relating to any such arbitration proceedings will not be disclosed by either party. Notwithstanding the foregoing, any party may seek injunctive relief in any court of competent jurisdiction for any actual or alleged infringement of such party's, its affiliates' or any third party's intellectual property or other proprietary rights.

(h) If the applicable AWS Contracting Party is AWS Turkey Pazarlama Teknoloji ve Danışmanlık Hizmetleri Limited Şirketi, the parties agree that the provisions of this Section 11.5(h) will apply. Disputes will be resolved by arbitration administered by the International Chamber of Commerce International Court of Arbitration (the "ICC Court") in accordance with the then-applicable arbitration rules (the "ICC Rules").The arbitration proceedings will be conducted in English, and the seat of arbitration will be Zurich. There will be three arbitrators. Each party will appoint one arbitrator in accordance with the ICC Rules. Within 30 days of the appointment of the co-arbitrators, the two appointed arbitrators will appoint the third arbitrator as the president of the arbitral tribunal. If the twoappointed arbitrators fail to appoint a third arbitrator as the president within such 30 day period, then the ICC Court will appoint the president. The parties agree that the existence of and information relating to any such arbitration proceedings will not be disclosed by either party and will constitute confidential information.

11.6 Trade Compliance. In connection with this Agreement, each party will comply with all applicable import, re-import, sanctions, anti-boycott, export, and re-export control laws and regulations, including all such laws and regulations that apply to a U.S. company, such as the Export Administration Regulations, the International Traffic in Arms Regulations, and economic sanctions programs implemented by the Office of Foreign Assets Control. For clarity, you are solely responsible for compliance related to the manner in which you choose to use the Services or AWS Content, including your transfer and processing of Your Content, the provision of Your Content to End Users, and the AWS region in which any of the foregoing occur. You represent and warrant that you and your financial institutions, or any party that owns or controls you or your financial institutions, are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties, including but not limited to the lists maintained by the United Nations Security Council, the U.S. Government (e.g., the Specially Designated Nationals List and Foreign Sanctions Evaders List of the U.S. Department of Treasury, and the Entity List of the U.S. Department of Commerce), the European Union or its Member States, or other applicable government authority.

11.7 Independent Contractors; Non-Exclusive Rights. We and you are independent contractors, and this Agreement will not be construed to create a partnership, joint venture, agency, or employment relationship. Neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other. Both parties reserve the right (a) to develop or have developed for it products, services, concepts, systems, or techniques that are similar to or compete with the products, services, concepts, systems, or techniques developed or contemplated by the other party, and (b) to assist third party developers or systems integrators who may offer products or services which compete with the other party's products or services.

11.8 Language. All communications and notices made or given pursuant to this Agreement must be in the English language. If we provide a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

11.9 Confidentiality and Publicity. You may use AWS Confidential Information only in connection with your use of the Services or AWS Content as permitted under this Agreement. You will not disclose AWS Confidential Information during the Term or at any time during the 5-year period following the end of the Term. You will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of AWS Confidential Information, including, at a minimum, those measures you take to protect your own confidential information of a

11.9 Confidentiality and Publicity. You may use AWS Confidential Information only in connection with your use of the Services or AWS Content as permitted under this Agreement. You will not disclose AWS Confidential Information during the Term or at any time during the 5-year period following the end of the Term. You will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of AWS Confidential Information, including, at a minimum, those measures you take to protect your own confidential information of a similar nature. You will not issue any press release or make any other public communication with respect to this Agreement or your use of the Services or AWS Content.

11.10 Notice.

(a) To You. We may provide any notice to you under this Agreement by:

(i) posting a notice on the AWS Site; or

(ii) sending a message to the email address then associated with your account.

Notices we provide by posting on the AWS Site will be effective upon posting and notices we provide by email will be effective when we send the email. It is your responsibility to keep your email address current. You will be deemed to have received any email sent to the email address then associated with your account when we send the email, whether or not you actually receive the email.

(b) To Us. To give us notice under this Agreement, you must contact AWS by facsimile transmission or personal delivery, overnight courier or registered or certified mail to the facsimile number or mailing address, as applicable, listed for the applicable AWS Contracting Party in Section 12 below. We may update the facsimile number or address for notices to us by posting a notice on the AWS Site. Notices provided by personal delivery will be effective immediately. Notices provided by facsimile transmission or overnight courier will be effective one business day after they are sent. Notices provided registered or certified mail will be effective three business days after they are sent.

11.11 No Third-Party Beneficiaries. Except as set forth in Section 7, this Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this Agreement.

11.12 U.S. Government Rights. The Services and AWS Content are provided to the U.S. Government as "commercial items," "commercial computer software," "commercial computer software documentation," and "technical data" with the same rights and restrictions generally applicable to the Services and AWS Content. If you are using the Services and AWS Content on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, you will immediately discontinue your use of the Services and AWS Content. The terms "commercial item" "commercial computer software," "commercial computer software documentation," and "technical data" are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.

11.13 No Waivers. The failure by us to enforce any provision of this Agreement will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by us must be in writing to be effective.

11.14 Severability. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement but the rest of the Agreement will remain in full force and effect.

11.15 Account Country Specific Terms. You agree to the following modifications to the Agreement that apply to your AWS Contracting Party as described below:

(a) If the applicable AWS Contracting Party is Amazon Web Services Australia Pty Ltd, the parties agree as follows:

(i) If the Services are subject to any statutory guarantees under the Australian Competition and Consumer Act 2010, then to the extent that any part of this Agreement is unenforceable under such Act, you agree that a fair and reasonable remedy to you will be limited to, at our election, either: (i) supplying the Services again; or (ii) paying for the cost of having the Services supplied again.

(ii) If this Agreement is a "consumer contract" or "small business contract" as defined in the Australian Competition and Consumer Act 2010:

a. Section 7.1 will not apply to the extent the applicable Losses or damages are caused by AWS's gross negligence or criminal misconduct. For these purposes, "gross negligence" means an act or omission by an employee who has authority to bind AWS that is negligent and a wilful and significant disregard of an obvious and material risk.

b. If we are required to give prior notice under Section 1.5 or Section 3, we will give you this notice by email or a reasonably substitutable alternative means. If we modify this Agreement under Section 10 in a way that is materially adverse to you (as reasonably determined by AWS), we will give you at least 30 days' prior notice of the modification by email or a reasonably substitutable alternative means.

(b) If the applicable AWS Contracting Party is Amazon Web Services Japan G.K., the parties agree as follows:

(i) The following sentence is added at the end of Section 6.5 (Suggestions):

"The foregoing assignment includes the assignment of the rights provided under Article 27 (Rights of Translation, Adaptation, etc.) and Article 28 (Right of the Original Author in the Exploitation of a Derivative Work) of the Copyright Act of Japan, and you agree not to exercise your moral rights against us, our affiliates or persons who use the Suggestions through the consent of us or our affiliates."

(ii) The following sentences are added at the end of Section 9 (Limitation of Liability):

the Suggestions through the consent of us or our affiliates."

(ii)   The following sentences are added at the end of Section 9 (Limitation of Liability):

"THE DISCLAIMER OR THE DAMAGES CAP IN THIS SECTION MAY NOT BE APPLIED TO DAMAGES CAUSED BY EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IF SUCH DISCLAIMER OR THE DAMAGES CAP ARE DEEMED AGAINST PUBLIC POLICY UNDER ARTICLE 90 OF THE CIVIL CODE. IN THAT EVENT, THE SCOPE OF THE DISCLAIMER SHALL BE NARROWLY CONSTRUED IN SUCH MANNER AND THE DAMAGES CAP MAY BE INCREASED BY SUCH MINIMUM AMOUNT SO THAT THE DISCLAIMER OR THE DAMAGES CAP HEREUNDER WOULD NOT BE DEEMED AGAINST PUBLIC POLICY UNDER ARTICLE 90 OF THE CIVIL CODE."

(c) If the applicable AWS Contracting Party is AWS Turkey Pazarlama Teknoloji ve Danışmanlık Hizmetleri Limited Şirketi, the parties agree as follows:

(i)   The following sentence is added at the end of Section 3.2(a) (Taxes):

"If we are required to pay any stamp tax in relation to this Agreement or any other document related to this Agreement, we may charge you and you will pay us 50% of the amounts of any stamp tax paid by us."

(d) If the applicable AWS Contracting Party is Amazon Web Services Malaysia Sdn. Bhd., the parties agree as follows:

Section 9.1 (Liability Disclaimers) is deleted and replaced with the following:

"9.1 Liability Disclaimers. EXCEPT FOR PAYMENT OBLIGATIONS UNDER SECTION 7, NEITHER AWS NOR YOU, NOR ANY OF THEIR AFFILIATES OR LICENSORS, WILL HAVE LIABILITY TO THE OTHER UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITY, FOR (A) INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, (B) THE VALUE OF YOUR CONTENT, (C) LOSS OF PROFITS, REVENUES, CUSTOMERS, OPPORTUNITIES, OR GOODWILL, OR (D) UNAVAILABILITY OF THE SERVICES OR AWS CONTENT (THIS DOES NOT LIMIT ANY SERVICE CREDITS UNDER SERVICE LEVEL AGREEMENTS)."

12. Definitions.

"Acceptable Use Policy" means the policy located at http://aws.amazon.com/aup (and any successor or related locations designated by us), as may be updated by us from time to time.

"Account Country" is the country associated with your account. If you have provided a valid tax registration number for your account, then your Account Country is the country associated with your tax registration. If you have not provided a valid tax registration, then your Account Country is the country where your billing address is located, except if you have a credit card associated with your AWS account that is issued in a different country and your contact address is also in that country, then your Account Country is that different country.

"Account Information" means information about you that you provide to us in connection with the creation or administration of your AWS account. For example, Account Information includes names, usernames, phone numbers, email addresses and billing information associated with your AWS account.

"API" means an application program interface.

"AWS Confidential Information" means all nonpublic information disclosed by us, our affiliates, business partners, or our or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. AWS Confidential Information includes: (a) nonpublic information relating to our or our affiliates or business partners' technology, customers, business plans, promotional and marketing activities, finances and other business affairs; (b) third-party information that we are obligated to keep confidential; and (c) the nature, content and existence of any discussions or negotiations between you and us or our affiliates. AWS Confidential Information does not include any information that: (i) is or becomes publicly available without breach of this Agreement; (ii) can be shown by documentation to have been known to you at the time of your receipt from us; (iii) is received from a third party who did not acquire or disclose the same by a wrongful or tortious act; or (iv) can be shown by documentation to have been independently developed by you without reference to the AWS Confidential Information.

"AWS Content" means APIs, WSDLs, sample code, software libraries, command line tools, proofs of concept, templates, advice, information, programs (including credit programs) and any other Content made available by us and our affiliates related to use of the Services or on the AWS Site and other related technology (including any of the foregoing that are provided by our personnel). AWS Content does not include the Services or Third-Party Content.

"AWS Contracting Party" means the party identified in the table below, based on your Account Country. If you change your Account Country to one that is identified with a different AWS Contracting Party, you agree that the AWS Contracting Party identified with your new Account Country is your AWS Contracting Party, without any further action required by either party.

Account Country	AWS Contracting Party	Facsimile	Mailing Address
Australia	Amazon Web Services Australia Pty Ltd (ABN: 63 605 345 891)	N/A	Level 37, 2-26 Park Street, Sydney, NSW, 2000, Australia
Brazil*	Amazon AWS Serviços Brasil Ltda.	N/A	A. Presidente Juscelino Kubitschek, 2.041, Torre E - 18th and 19th Floors, Vila Nova Conceicao, São

Brazil*	Amazon AWS Serviços Brasil Ltda.	N/A	A. Presidente Juscelino Kubitschek, 2.041, Torre E - 18th and 19th Floors, Vila Nova Conceicao, São Paulo, Brasil
Canada	Amazon Web Services Canada, Inc.	N/A	120 Bremner Blvd, 26th Floor, Toronto, Ontario, M5J 0A8, Canada
India	Amazon Web Services India Private Limited (formerly known as Amazon Internet Services Private Limited), having its registered office at Unit Nos. 1401 to 1421 International Trade Tower, Nehru Place, New Delhi 110019, India	011-47985609	Unit Nos. 1401 to 1421 International Trade Tower, Nehru Place, Delhi 110019, India.
Japan	Amazon Web Services Japan G.K.	N/A	1-1, Kamiosaki 3-chome, Shinagawa-ku, Tokyo, 141-0021, Japan
Malaysia	Amazon Web Services Malaysia Sdn. Bhd. (Registration No. 201501028710 (1154031-W))	N/A	Level 26 & Level 35, The Gardens North Tower, Lingkaran Syed Putra, Mid Valley City, Kuala Lumpur, 59200, Malaysia
New Zealand	Amazon Web Services New Zealand Limited	N/A	Level 5, 18 Viaduct Harbour Ave, Auckland, 1010, New Zealand
Singapore	Amazon Web Services Singapore Private Limited	N/A	Level 2, East Tower, 2 Central Boulevard, IOI Central Boulevard Towers, Singapore 018916
South Africa	Amazon Web Services South Africa Proprietary Limited	206-266-7010	Wembley Square 2, 134 Solan Road, Gardens, Cape Town, 8001, South Africa
South Korea	Amazon Web Services Korea LLC	N/A	L12, East tower, 231, Teheran-ro, Gangnam-gu, Seoul, 06142, Republic of Korea
Türkiye	AWS Turkey Pazarlama Teknoloji ve Danışmanlık Hizmetleri Limited Şirketi	N/A	Esentepe Mahallesi Bahar Sk. Özdilek/River Plaza/Wyndham Grand Hotel Apt. No: 13/52 Şişli, Istanbul, 34394, Türkiye
Any country within Europe, the Middle East, or Africa (excluding South Africa) ("EMEA")**	Amazon Web Services EMEA SARL	352 2789 0057	38 Avenue John F. Kennedy, L-1855, Luxembourg
Any country that is not listed in this table above.	Amazon Web Services, Inc.	206-266-7010	410 Terry Avenue North, Seattle, WA 98109-5210 U.S.A.

*Brazil is your Account Country only if you have provided a valid Brazilian Tax Registration Number (CPF/CNPJ number) for your account. If your billing address is located in Brazil but you have not provided a valid Brazilian Tax Registration Number (CPF/CNPJ number), then Amazon Web Services, Inc. is the AWS Contracting Party for your account.

**See https://aws.amazon.com/legal/aws-emea-countries for a full list of EMEA countries.

"AWS Marks" means any trademarks, service marks, service or trade names, logos, and other designations of AWS and its affiliates that we may make available to you in connection with this Agreement.

"AWS Site" means http://aws.amazon.com (and any successor or related locations designated by us), as may be updated by us from time to time.

"AWS Trademark Guidelines" means the guidelines and trademark license located at http://aws.amazon.com/trademark-guidelines/ (and any successor or related locations designated by us), as may be updated by us from time to time.

"Content" means software (including machine images), data, text, audio, video, or images.

"End User" means any individual or entity that directly or indirectly through another user (a) accesses or uses Your Content, or (b) otherwise accesses or uses the Services under your account. The term "End User" does not include individuals or entities when they are accessing or using the Services or any Content under their own AWS account, rather than under

"End User" means any individual or entity that directly or indirectly through another user (a) accesses or uses Your Content, or (b) otherwise accesses or uses the Services under your account. The term "End User" does not include individuals or entities when they are accessing or using the Services or any Content under their own AWS account, rather than under your account.

"Governing Laws" and "Governing Courts" mean, for each AWS Contracting Party, the laws and courts set forth in the following table:

AWS Contracting Party	Governing Laws	Governing Courts
Amazon AWS Serviços Brasil Ltda	The laws of Brazil	The courts of the City of São Paulo, State of São Paulo
Amazon Web Services Australia Pty Ltd (ABN: 63 605 345 891)	The laws of New South Wales	The courts of New South Wales
Amazon Web Services Canada, Inc.	The laws of the Province of Ontario, Canada and federal laws of Canada applicable therein	The provincial or federal courts located in Toronto, Ontario, Canada
Amazon Web Services EMEA SARL	The laws of the Grand Duchy of Luxembourg	The courts in the district of Luxembourg City
Amazon Web Services, Inc.	The laws of the State of Washington	The state or Federal courts in King County, Washington
Amazon Web Services India Private Limited (AWS India)	The laws of India	The courts in New Delhi, India
Amazon Web Services Japan G.K.	The laws of Japan	The Tokyo District Court
Amazon Web Services Korea LLC	The laws of the State of Washington	The state or Federal courts in King County, Washington
Amazon Web Services Malaysia Sdn. Bhd. (Registration No. 201501028710 (1154031-W))	The laws of Malaysia	The courts of Malaysia
Amazon Web Services New Zealand Limited	The laws of New Zealand	The courts of New Zealand
Amazon Web Services Singapore Private Limited	The laws of the State of Washington	The state or Federal courts in King County, Washington
Amazon Web Services South Africa Proprietary Limited	The laws of the Republic of South Africa	The South Gauteng High Court, Johannesburg
AWS Turkey Pazarlama Teknoloji ve Danışmanlık Hizmetleri Limited Şirketi	The laws of the Grand Duchy of Luxembourg	The courts in the district of Luxembourg City

"Indirect Taxes" means applicable taxes and duties, including, without limitation, VAT, service tax, GST, excise taxes, sales and transactions taxes, and gross receipts tax.

"Intellectual Property License" means the separate license terms that apply to your access to and use of AWS Content and Services located at https://aws.amazon.com/legal/aws-ip-license-terms (and any successor or related locations designated by us), as may be updated by us from time to time.

"Losses" means any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees).

"Policies" means the Acceptable Use Policy, Privacy Notice, the Site Terms, the Service Terms, and the AWS Trademark Guidelines.

"Privacy Notice" means the privacy notice located at http://aws.amazon.com/privacy (and any successor or related locations designated by us), as may be updated by us from time to time.

"Service" means each of the services made available by us or our affiliates, including those web services described in the Service Terms. Services do not include Third-Party Content.

"Service Level Agreement" means all service level agreements that we offer with respect to the Services and post on the AWS Site, as they may be updated by us from time to time. The service level agreements we offer with respect to the Services are located at https://aws.amazon.com/legal/service-level-agreements/ (and any successor or related locations designated by us), as may be updated by us from time to time.

"Indirect Taxes" means applicable taxes and duties, including, without limitation, VAT, service tax, GST, excise taxes, sales and transactions taxes, and gross receipts tax.

"Intellectual Property License" means the separate license terms that apply to your access to and use of AWS Content and Services located at https://aws.amazon.com/legal/aws-ip-license-terms (and any successor or related locations designated by us), as may be updated by us from time to time.

"Losses" means any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees).

"Policies" means the Acceptable Use Policy, Privacy Notice, the Site Terms, the Service Terms, and the AWS Trademark Guidelines.

"Privacy Notice" means the privacy notice located at http://aws.amazon.com/privacy (and any successor or related locations designated by us), as may be updated by us from time to time.

"Service" means each of the services made available by us or our affiliates, including those web services described in the Service Terms. Services do not include Third-Party Content.

"Service Level Agreement" means all service level agreements that we offer with respect to the Services and post on the AWS Site, as they may be updated by us from time to time. The service level agreements we offer with respect to the Services are located at https://aws.amazon.com/legal/service-level-agreements/ (and any successor or related locations designated by us), as may be updated by us from time to time.

"Service Terms" means the rights and restrictions for particular Services located at http://aws.amazon.com/serviceterms (and any successor or related locations designated by us), as may be updated by us from time to time.

"Site Terms" means the terms of use of the AWS Site located at http://aws.amazon.com/terms/ (and any successor or related locations designated by us), as may be updated by us from time to time.

"Suggestions" means all suggested improvements to the Services or AWS Content that you provide to us.

"Term" means the term of this Agreement described in Section 5.1.

"Termination Date" means the effective date of termination provided in a notice from one party to the other in accordance with Section 5.

"Third-Party Content" means Content made available to you by any third party on the AWS Site or in conjunction with the Services.

"Your Content" means Content that you or any End User transfers to us for processing, storage or hosting by the Services in connection with your AWS account and any computational results that you or any End User derive from the foregoing through their use of the Services. For example, Your Content includes Content that you or any End User stores in Amazon Simple Storage Service. Your Content does not include Account Information.

Prior Version

Exhibit 46

AWS Cloud Security   Security Services   Use Cases ⌄   Compliance ⌄   Data Protection ⌄   Blog   Partners ⌄   Resources ⌄

Security, Identity, and Compliance › Compliance › Data Privacy

Data Privacy FAQs

- **Commitments**
- FAQs
- Resources

Commitments

At AWS, customer trust is our top priority.

Maintaining customer trust is an ongoing commitment. AWS continually monitors the evolving privacy regulatory and legislative landscape to identify changes and determine what tools our customers might need to meet their compliance goals. We strive to inform you of the privacy and data security policies, practices, and technologies we've put in place.

Our commitments include:

- **Access:** As a customer, you maintain full control of your content that you upload to the AWS services under your AWS account, and responsibility for configuring access to AWS services and resources. We provide an advanced set of access, encryption, and logging features to help you do this effectively (e.g., AWS Identity and Access Management, AWS Organizations and AWS CloudTrail). We also provide APIs for you to configure access control permissions for any of the services you develop or deploy in an AWS environment. We do not access or use your content for any purpose without your agreement. We do not use your content or derive information from it for marketing or advertising purposes.

- **Storage:** You choose the AWS Region(s) in which your content is stored. You can replicate and back up your content in more than one AWS Region. We will not move or replicate your content outside of your chosen AWS Region(s) without your agreement.

- **Security:** You choose how your content is secured. We offer you industry-leading encryption features to protect your content in transit and at rest, and we provide you with the option to manage your own encryption keys. These data protection features include:

    - Data encryption capabilities available in over 100 AWS services.

    - Flexible key management options using AWS Key Management Service (KMS), allowing customers to choose whether to have AWS manage their encryption keys or keep complete control over their keys.

    - Security assurance program, using best practices for security and data protection to help you operate securely within AWS, and to make the best use of our security control environment. These security protections and control processes are independently validated by multiple third-party independent assessments.

- **Disclosure of customer content**: We will not disclose customer content (see How does AWS classify customer information? below) unless we're required to do so to comply with the law or a valid and binding order of a government body. If a governmental body sends AWS a demand for your customer content, we will attempt to redirect the governmental body to request that data directly from you. If compelled to disclose your customer content to a government body, we will give you reasonable notice of the demand to allow you to seek a protective order or other appropriate remedy unless AWS is legally prohibited from doing so.

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What is customer content?

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We define customer content as software (including machine images), data, text, audio, video, or images that a customer or any end user transfers to us for processing, storage, or hosting by AWS services in connection with a customer's account, and any computational results that a customer or their end user derives from the foregoing through their use of AWS services. For example, customer content includes content that a customer or their end user stores in Amazon Simple Storage Service (S3). Customer content does not include account information, which we describe below. Customer content also does not include information included in resource identifiers, metadata tags, access controls, rules, usage policies, permissions, and similar items related to the management of AWS resources. AWS recommends that you do not include personally identifying, confidential, or sensitive information in these items. The terms of the AWS Customer Agreement and the AWS Service Terms apply to your customer content.

What is account information?

We define account information as information about a customer that a customer provides to us in connection with the creation or administration of a customer account. For example, account information includes names, usernames, phone numbers, email addresses, and billing information associated with a customer account. The information practices described in the AWS Privacy Notice apply to account information.

Who owns customer content?

As a customer, you own your customer content, and you select which AWS services can process, store, and host your customer content. We do not access or use your customer content for any purpose without your agreement. We do not use customer content or derive information from it for marketing or advertising.

Who controls customer content?

As a customer, you control your content:

- You determine the geographic region where your customer content will be stored and the type of storage.

- You choose the secured state of your customer content. We offer you industry-leading encryption features to protect your content in transit and at rest, and we provide you with the option to manage your own encryption keys.

- You manage access to your customer content, and access to AWS services and resources through users, groups, permissions, and credentials that you control.

How do you use my account information?

The AWS Privacy Notice describes how we collect and use account information.

How does AWS use information included in resource identifiers and other items related to the management of AWS resources?

AWS uses that information to provide the AWS services, and to protect and improve the customer experience. For example, AWS uses resource identifiers to help customers generate cost and usage reports, which can be used to break down AWS spend by cost center, and IAM permissions to determine whether a specific user can purchase reserved instances. When customers contact AWS for technical assistance, AWS may also analyze resource identifiers and permissions to help resolve their issues.

What happens when AWS receives a legal request for customer content?

We are vigilant about our customers' privacy. We will not disclose customer content unless we're required to do so to comply with the law or a valid and binding order of a governmental body. If a governmental body sends AWS a demand for customer content, we will attempt to redirect the governmental body to request that data directly from the customer. Governmental and regulatory bodies need to follow the applicable legal process to obtain valid and binding orders. We review all orders and object to overbroad or otherwise inappropriate ones. If compelled to disclose customer content to a government body, we will give customers reasonable notice of the demand to allow the customer to seek a protective order or other appropriate remedy unless AWS is legally prohibited from doing so. It is also important to point out that our customers can encrypt their customer content, and we provide customers with the option to manage their own encryption keys.

We know that transparency matters to our customers, so we regularly publish a report about the types and volume of information requests we receive on the Amazon Information Requests webpage.

Where is customer content stored?

The AWS Global Infrastructure gives you the flexibility to choose where and how you want to run your workloads using the same network, control plane, APIs, and AWS services. If you would like to run your applications globally you can choose from any of the

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network, control plane, APIs, and AWS services. If you would like to run your applications globally you can choose from any of the AWS Regions and Availability Zones. As a customer, you choose the AWS Region(s) in which your customer content is stored, allowing you to deploy AWS services in the location(s) of your choice, in accordance with your specific geographic requirements. For example, if an AWS customer in Australia wants to store their data only in Australia, they can choose to deploy their AWS services exclusively in the Asia Pacific (Sydney) AWS Region. If you want to discover other flexible storage options see the AWS Regions webpage.

You can also replicate and back up your customer content in more than one AWS Region. We will not move or replicate your content outside of your chosen AWS Region(s), except as necessary to provide the services you initiated, or as necessary to comply with the law or a binding order of a governmental body. However, it is important to note that some AWS services may not be available in all AWS Regions. For more information about which services are available in which AWS Regions, see the AWS Regional Services webpage.

What is my role in securing my content?

When evaluating the security of a cloud solution, it is important for you to understand and distinguish between the security of the cloud, and your security in the cloud. Security of the cloud encompasses the security measures that AWS implements and operates. We are responsible for security of the cloud. Security in the cloud encompasses the security measures that you implement and operate, related to the AWS services you use. You are responsible for your security in the cloud. For more information, see the AWS Shared Responsibility webpage.

What step does AWS take to protect my privacy?

At AWS, our highest priority is securing our customers' data, and we implement rigorous contractual, technical, and organizational measures to protect data confidentiality, integrity, and availability regardless of which AWS Region a customer has selected.

AWS complies with ISO 27018, a code of practice that focuses on protection of personal data in the cloud. It extends ISO information security standard 27001 to cover the regulatory requirements for the protection of personally identifiable information (PII) or personal data for the public cloud computing environment and specifies implementation guidance based on ISO 27002 controls that is applicable to PII processed by public cloud service providers. For more information, or to view the AWS ISO 27018 Certification, see the AWS ISO 27018 Compliance webpage.

Additionally, AWS publishes a SOC 2 Type II Privacy report, based on the SOC 2 Privacy Trust Criteria developed by the American Institute of CPAs (AICPA), which establishes criteria for evaluating controls related to how personal data is collected, used, retained, disclosed, and disposed to meet the entity's objectives. The AWS SOC 2 Type II Privacy report provides third-party attestation of our systems and the suitability of the design of our privacy controls. The scope of the privacy report includes information about how we handle the content that you upload to AWS and how it is protected in all of the services and locations that are in scope for the latest AWS SOC reports. The SOC 2 Type II Privacy report can be downloaded through AWS Artifact in the AWS Management Console.

Who should I contact if I have questions regarding AWS and data protection?

We recommend that customers with questions regarding AWS and data protection contact their AWS account manager. If customers have signed up for Enterprise Support, they can also reach out to their Technical Account Manager (TAM) for support. AWS account managers and TAMs work with Solutions Architects to help customers meet their compliance needs. AWS can't provide legal advice to customers, and we recommend that customers consult their legal counsel if they have legal questions regarding data protection.

We also have teams of Enterprise Support Representatives, Professional Services Consultants, and other staff to help with privacy questions. You can contact us with questions here.

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Data Privacy Center
Privacy Features of AWS Services
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Exhibit 47

WinView Intellectual Property

Market Environment Overview

Television is a large and evolving $300 billion industry including $70 billion in commercial advertising. The consensus of broadcasters, programmers, advertisers and set manufacturers is that the enhancement of television content and the viewer experience will be increasingly driven by combining television's unique ability to reach tens of millions of viewers via one-to-all broadcasts with the real-time, individual targeting, and two-way communications capabilities of the connected digital world. These enhancements require the use of ubiquitous two-way communications capability for each individual viewer- the "second screen[1] "

Whether a TV viewer is watching a program as it is broadcast, DVR taped or streamed, the personalized, two-way information sent to and from the programmer, broadcaster, and advertiser, to each viewer's second screen must specifically relate to the programming being watched. If not, it creates unrelated, second-screen multitasking — the primary cause of distraction and inattention to TV programming and advertising. To present anything on the second screen not directly related to the telecast defeats the goal of expanding and enhancing the viewer's experience and value to the sponsors and programmers.

WinView's Patents are Foundational to Interactive Television Engagement

WinView's 24 issued and 15 pending patents fully cover the methods, systems, and devices that match the flow of information to and from the viewer's second screen related to the specific program they are currently watching. The WinView patents are therefore **foundational** to potential monetization flowing from real-time, two-way second-screen interaction.

Interactive Second Screen & Sports Gaming Portfolio

WinView's issued or "allowed" patents cover but are not limited to the following:

1. The synchronization of a second-screen with a live televised sports event for purposes of playing a game of skill or a game of chance (called In-Play or In-Game betting) an existing $12 billion business just on mobile devices today outside the U.S.

8,149,530; 8,717,701; 8,837,072; 8,705,195; 8,817,408; 8,837,072; 8,817,408

2. The synchronization of the second screen with a pre-recorded television program (i.e. all non-live programing) for any purpose. Second screen synchronization is presently being done by every broadcast, satellite, and major cable network. This includes companion "tell me more" information, polls, games, i.e. anything related to the telecast:

8,717,701 ; 8,699,168; 8,705,195; 8,659,848; 8,737,004

3. The synchronization of the second screen with TV commercials for any purpose such as targeting a companion video, providing more information, the awarding of points or prizes, coupons, asking questions, generating leads, etc. This Advanced Advertising segment is projected by Merrill Lynch to be a $14 billion segment:

8,149,530; 8,717,701; 8,699,168; 8,705,195; 8,659,848; 8,737,0048,659,848; 8,780,482

The patents cover 2 and 3 above when automatic content recognition (ACR) is utilized when watching a taped telecast on a DVR.

8,717,701 ; 8,699,168; 8,659,848; 8,705,195;

4. All of the above are covered when ACR is utilized by a "smart TV" including the use of the TV screen itself or a Wi-Fi connected second screen. Last year there were three million Smart TV sets sold with ACR capability, projected at 48 million ACR enabled smart TV's in three years. (Parks Associates) 8,717,701 ; 8,699,168; 8,659,848

During games of skill or contests, joining friends through any means such as Facebook, Twitter, ad hoc groups, existing fantasy leagues, etc., into separate contests based on the score achieved in common legal games of skill played with televised sports.

8,002,618; 8,622,798; 13/246,464 (NOA)

The entry of a score achieved in a game of skill based on a televised sport in a separate "for pay" prize pool where the entry fees are dispersed to the pool participant winners, less a

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screen[1]"

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8,002,618; 8,622,798; 13/246,464 (NOA)

The entry of a score achieved in a game of skill based on a televised sport in a separate "for pay" prize pool where the entry fees are dispersed to the pool participant winners, less a management fee. This is legal in 36 states covering 80% of the U.S. population where games based "predominately on skill" are legal. 8,002,618; 8,622,798; 13/246,464 (NOA)

5. The format described above to any game of skill played on a mobile device, computer or game console. Example Deer Hunter, Candy Crush, word, dice, and trivia games or any casual game where the participants play the identical game at the same time. 8,002,618; 8,622,798. According to Frank N. Magid Associates (May 2014), 8% of the U.S. population currently is generating $2.5 billion in skill games, concluding this market will grow by more than 40% year over year reaching $9 billion by 2017.

[1] "Second Screen" includes any internet connected device such as smart phones, tablets, smart TVs, and web connected DVR's, all specifically covered by the patents.

A Free In-Play Sports Betting App: Can WinView $ucceed With Contests Synced To Live Games?

Will Daily Fantasy Sports Become a Daily Staple?

WinView Inc. Raises $1.15 Million Second Round Financing to Complete and Launch Real-Time Synchronized Sports App with Live TV

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